

That the Mayor be authorized to sign an interlocal governmental agreement between the City of El Paso and the Ysleta Independent School District (YISD) for the furnishing of twenty police officers for the School Resources Officer Program to be conducted within the YISD during the school year 2004-2005 with an option to extend through summer school 2005; payment will be received from the YISD for twelve of the officers in an amount equal to 50% of each officer's salary and benefits for the actual number of days each officer works in the Program, and the salaries for eight officers will be paid from COPS in Schools grants from the U.S. Department of Justice, Office of Community Oriented Policing Services. (Accounts 21150010/G210215/05337 and 21150010/G210435/05371)

[Police Department, Interim Assistant Chief Paul Cross, (915) 564-7310]

Back up memo:

August 19, 2004

To: City Clerk

From: Interim Assistant Chief Paul Cross

Subject: Consent City Council Agenda – August 24, 2004

The following is an explanation for the item on the City Council Agenda regarding the Police Department:

This interlocal governmental agreement with the Ysleta Independendant School District is for the School Resources Officer Program that will provide 20 police officers for the school year 2004 – 2005 with an option to extend through summer school 2005.

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an interlocal governmental agreement between the City of El Paso and the Ysleta Independent School District (YISD) for the furnishing of twenty police officers for the School Resources Officer Program to be conducted within the YISD during the school year 2004-2005 with an option to extend through summer school 2005; payment will be received from the YISD for twelve of the officers in an amount equal to 50% of each officer's salary and benefits for the actual number of days each officer works in the Program, and the salaries for eight officers will be paid from COPS in Schools grants from the U.S. Department of Justice, Office of Community Oriented Policing Services.

ADOPTED this 24<sup>th</sup> day of August 2004.

CITY OF EL PASO:

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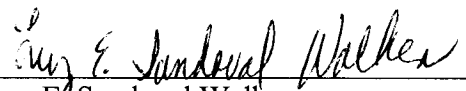
Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
Luz E. Sandoval Walker  
Assistant City Attorney

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into between the CITY OF EL PASO, hereinafter called "City", and the Ysleta Independent School District, hereinafter called "YISD".

WHEREAS, the City of El Paso and the Ysleta Independent School District desire to continue to join forces to conduct the School Resource Officer (SRO) Program within the school system as defined by this agreement;

WHEREAS, the operation of the SRO Program benefits both the City of El Paso and the Ysleta Independent School District.

WHEREAS, on or about June 12, 2001, the parties signed an Interlocal Governmental agreement to establish the new services of four school resource officers, whose services would be paid from grant funding for three years of program services and to make an agreement that the parties would continue to contract with each other for at least the same level of SRO operations as had existed at that time through the term of the grant and at least one full budget year after the end of the grant during which time after the termination of the grant, and each party would pay one-half the cost of the four SRO's for the one full budget year after the end of the grant;

WHEREAS, the parties clarified the obligation under the June 12, 2001 agreement through the agreement by the parties dated August 6, 2002 and the parties desire that this clarification remain as part of the agreements of the parties and survive the term of this agreement;

WHEREAS, on or about July 8, 2003, the parties signed an Interlocal Governmental agreement to establish the new services of four additional school resource officers, whose services would be paid from grant funding for three years of program services and to make an agreement that the parties would continue to contract with each other for at least the same level of SRO operations as had existed at that time through the term of the grant and at least one full budget year after the end of the grant during which time after the termination of the grant, and each party would pay one-half the cost of the four SRO's for the one full budget year after the end of the grant;

WHEREAS, the grant was not awarded as anticipated and as set forth in that agreement, thus necessitating that the terms and conditions relating to the COPS in Schools 2004 grant funding be revised and set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

1. OFFICERS PROVIDED. The El Paso Police Department will provide twenty (20) police officers to the YISD, in the manner and under the terms set

forth herein. The officers will work a 40-hour week, except during vacations, sick leave and other time-off officers are allowed to have in accordance with the contract between the City and the El Paso Municipal Police Officers Association. The City will provide a replacement officer when an SRO is granted extended leave (leave in excess of 10 working days). The officers will also teach drug/gang education and DARE at feeder schools and provide services to other schools within the feeder pattern as requested. The Police Department will select the officers who will perform the services under this agreement and the officers will be, at all relevant times, City employees.

2. **COMPENSATION.** The Ysleta Independent School District will pay the City of El Paso an amount which represents 50% of the annual salary and primary benefits of twelve (12) police officers based on the number of days in which the officers actually work and provide the services to YISD as set forth in this agreement. For the term of this agreement and pursuant to the terms and conditions set for the herein, the salary and primary benefits of four officers will be paid through the COPS in Schools Grant #2001SHWX0634. For the term of this agreement and pursuant to the terms and conditions set for the herein, the salary and primary benefits of four more officers will be paid through the COPS in Schools Grant #2004SHWX0054. If the Officers are requested by YISD to attend a school function or activity after normal working hours, the school district shall pay all associated overtime costs. The costs will be billed to the school district on a monthly basis and will be in addition to the listed salary figures.
3. **PAYMENT SCHEDULE.** Payment shall be made to the City of El Paso Police Department on a monthly basis and shall be due on the thirtieth (30th) day after receipt of a statement or charges for services under this agreement. All payments will be made in the name of the City of El Paso and sent to the attention of the Police Department. This will be done in accordance with the following schedule for services, assuming that the Agreement will take effect on August 11, 2004. Should the Agreement take effect on a later date, the schedule will be adjusted accordingly, and will also be adjusted for the number of officers working the listed days pursuant to the provisions of Paragraph 4 C relating to the City's eligibility to obtain reimbursement for one or more of the grant-funded officers.

MONTH		DAYS
August	2004	15
September	2004	21
October	2004	21
November	2004	17
December	2004	13
January	2005	20
February	2005	19
March	2005	16

April	2005	21
May	2005	20
Total number of days		183

The approximate cost to YISD for twelve (12) Police Officers is estimated to be \$309,041.08. However, YISD will be charged for the actual cost of the twelve (12) police officers providing services in accordance with this agreement.

#### 4. COPS IN SCHOOLS GRANT AGREEMENT AND REQUIREMENTS.

A. The parties hereby continue to agree that the provisions set forth in this agreement regarding the provision of the services of four police officers paid for under the COPS in Schools Grant #2001SHWX0634 are repetitive of the provisions contained in the Interlocal Agreement by and between the parties on or about June 12, 2001. The provisions contained herein regarding the services of these four officers are set forth herein for the purpose of continuing the clarification made in the agreement of the parties dated August 6, 2002 that the starting dates of the SRO program under the grant was the school year 2002/2003 and are not intended to create an obligation for the City to provide more than a total of four grant-paid officers. The references to these officers herein are to be the same four officers provided for in the Interlocal Agreement dated June 12, 2001, and the provisions of this Agreement are not intended to alter the term of the Inter-local Agreement dated June 12, 2001 which runs from December 18, 2001 through the end of the school year 2005/2006, or replace or eliminate any of the contracting obligations required under that Agreement. The City further continues to approve of the revised language as added by the YISD in paragraphs 1, 4, and 16 of the Interlocal Agreement dated June 12, 2001, and both parties hereby continue to agree that the Agreement, as revised by the YISD, remains in full force and effect and that this clarification shall survive the termination of this agreement.

B. The parties hereby agree that the provisions set forth in this Agreement regarding the provision of the services of four police officers paid for under the COPS in Schools Grant #2004SHWX0054 are repetitive of many of the provisions contained in the Interlocal Agreement by and between the parties on or about July 8, 2003. The provisions regarding the services of these four officers are set forth herein for the purpose of clarifying the agreement of the parties due to the fact that the grant was not awarded in 2003, as anticipated, but was awarded in June 2004. The references to these officers are to be the same four officers provided for in the Interlocal Agreement dated July 8, 2003. The starting date of the COPS in Schools Grant #2004SHWX0054 SRO program will be the school year 2004/2005 and the grant funding shall include school years 2005/2006 and 2006/2007. The obligation to continue the services in accordance with the City's grant agreement shall extend to the

completion of the school year 2007/2008.

- C. The City's obligation to provide any or all of the eight grant funded officers shall, at the City's option, be dependent upon the City's eligibility under the COPS program guidelines and regulations to receive reimbursement for the salaries of those officers. For such time as the COPS Office determines that the City is not eligible under program guidelines, to include but not be limited to the provisions prohibiting the supplanting of funds, the City is not obligated to provide the services of those officers under this Agreement. It shall be the sole option of the Chief of Police to determine whether the Police Department shall provide SRO officers during those times at the City's expense.
5. SUMMER SCHOOL. The Ysleta Independent School District may opt to retain and utilize the SRO for summer school. The SRO will be assigned the same duties and responsibilities performed during a regular school year. YISD will continue to pay the City an amount which represents fifty-percent (50%) of the daily salary and primary benefits while the SRO is assigned to summer school and based on the number of days in which the officer actually worked and provided services to YISD as set forth in this agreement.
- The schedule for summer the school program is anticipated to be as follows:
- a. Middle school summer program: from June 6, 2005 to July 1, 2005.  
The total number of service days is 20.
  - b. High school summer program: from June 6, 2005 to July 15, 2005.  
The total number of service days is 30.
  - c. If a campus has different schedule, officers will adhere to the summer school schedule of their assigned campus.
6. LUNCH: The SRO will be entitled to a ½ hour paid lunch period. As with the regular Patrol Officers, the SRO will be subject to emergency calls during lunch.
7. COMMUNICATION: The SRO will carry City Radios, as provided to them as well as pagers or other radios provided by YISD that will allow contact by school officials while on duty. Therefore a liaison will be developed between the Officer and a school staff person (Assistant Principal or Head Counselor). Communication will extend from this relationship. The school Principal should closely associate with the El Paso PD SRO Sergeant or Lieutenant to assure program integrity is maintained.
8. WORK STATION: YISD will provide the SRO with an office space and telephone access within the office space provided for report writing, counseling and as a general work area at no cost to the City. Preference will be made to schools who can provide an individual office.
9. The SRO may be contacted by YISD to deal with law enforcement situations

that exceed YISD campus capabilities or emergency situations that require rapid police response and/or the special knowledge or expertise an SRO can offer. The SRO, within his or her discretion, will take appropriate enforcement action. However, nothing in this agreement shall create any additional legal duties or responsibilities other than those general duties to provide police protection which may already exist for the general public.

10. 9-1-1 UTILIZATION: Nothing in this agreement shall limit or eliminate the need to utilize the 911 reporting system, or the use of other certified peace officers if available to handle or supplement calls for service. Use of the 911 reporting system is encouraged for priority calls even if an SRO is also called.
11. The SRO shall not be responsible for handling minor, non-priority incidents typically handled by YISD security officers.
12. Except in extreme emergencies, the SRO should not be called away from class to handle incidents, as this is disruptive to teacher/SRO/student relationships. The SRO shall not act as a substitute teacher nor shall they be utilized to provide sole supervision for classes.
13. WORKING RELATIONSHIP: The SRO shall work to maintain a close rapport with the YISD security officers around his or her assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to the extent permitted by law.
14. POLICY AND PROCEDURES: The SRO shall operate according to the General Manual of the El Paso Police Department. The SRO guidelines within the standard operating procedures and the SRO Handbook will apply.
15. TRAINING: The SRO will be scheduled to attend and participate in police mandatory training set out by law or policy, and on these occasions YISD will not be charged. SROs may participate in reasonable training programs that directly impact his or her ability and skills as an SRO, and on these occasions YISD may be charged for the officers' salary in accordance with the terms of this Agreement. During such training periods, the officer will be absent from the assigned school.
16. EMERGENCY SITUATIONS: The El Paso Police Department reserves the right to assign the SRO to other police functions in the event of an emergency situation that calls for use of personnel as directed in the Police General Manual, or at any time in accordance with the direction of the Chief of Police. YISD will not be charged for such days.
17. TERMINATION: The City and the YISD both reserve the right to limit funding and/or limit or cancel this SRO agreement only for good cause and upon the giving of thirty days (30) written notice to the other party. Good cause shall

include but not be limited to the non-appropriation of funds in the YISD budget for the contract term. Provided however, in the event of an early termination by the YISD for any reason which results in the City being required to return spent grant funding to the COPS program or to pay any fines or penalties, the YISD shall reimburse the City for all such amounts and any other related costs, fines and penalties, and the termination of this agreement for the non-appropriation of funds in the YISD's budget shall not relieve the YISD from this requirement for the reimbursement.

18. **AGREEMENT TERM:** The term of this agreement is from the date that the agreement is approved by the parties to May 27, 2005 for the regular school year. YISD shall have the option to extend the term of this agreement to add the periods from June 6, 2005 to July 1, 2005 for the middle school summer program and/or from June 6, 2005 to July 15, 2005 for the high school summer program by sending a written notice of the exercise of its option to extend the terms to the Chief of Police on or before May 2, 2004.
19. **OFF DUTY EMPLOYMENT:** The SRO may work part-time off duty jobs at school-approved functions, subject to Police Department and El Paso Civil Service Commission guidelines and approval and the wishes of the Officer. Said off-duty employment will be pursuant to an independent contractor agreement and will be considered as outside employment as defined by the Police Department, the Civil Service Commission and the Articles of Agreement between the City of the EMPOA. The employer for any such outside employment will be the YISD.
20. **LAWS GOVERNING AGREEMENT.** For purposes of determining the place of the Agreement and the law governing same, it is agreed that this Agreement is entered into and in the City and County of El Paso, Texas, and shall be governed by the laws of the State of Texas.
21. **ENTIRE AGREEMENT.** This Memorandum of Agreement constitutes and expresses the entire Agreement of the parties hereto and reference to service to be provided and the payment for such services, and in reference to any of the matters or things herein provided for all promises, representations, and understandings relative thereto are herein merged.

Dated this 24 day of August, 2004.

**THE CITY OF EL PASO**

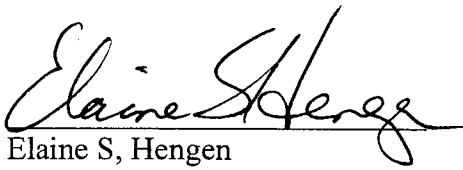


ATTEST:

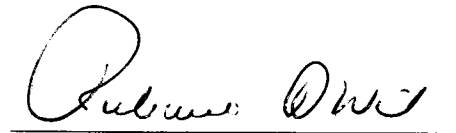
\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

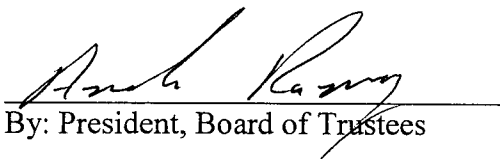
  
\_\_\_\_\_  
Elaine S. Hengen  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Richard D. Wiles  
Interim Chief of Police

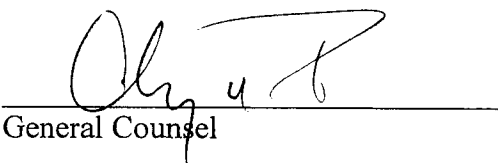
Dated this 11 day of August, 2004.

**Ysleta Independent School District**

  
\_\_\_\_\_  
By: President, Board of Trustees

Andres Ramirez  
\_\_\_\_\_  
(print name)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
General Counsel

Chyle Pme  
\_\_\_\_\_  
(print name)

MOUNCE, GREEN, MYERS,  
SAFI & GALATZAN

1904 100  
2004 years

A PROFESSIONAL CORPORATION  
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\* ALSO MEMBER OF NEW MEXICO BAR

August 13, 2004

**VIA HAND DELIVERY**

Ms. Elaine S. Hengen  
Assistant City Attorney  
2 Civic Center Plaza, 9<sup>th</sup> Floor  
El Paso, Texas 79901

Re: SRO Program Interlocal Agreement Between the City of El Paso and the Ysleta  
Independent School District

Dear Ms. Hengen:

I am enclosing herewith duplicate counterparts of the above-referenced Memorandum of Agreement, as approved by the Ysleta Independent School District Board of Trustees at its meeting of August 11, signed by Andres Ramirez, Board President, and approved as to form by Clyde Pine of this firm. I understand that this may not be on the agenda for approval by City Council until its meeting of August 24, but the District would appreciate it if it could be approved at the August 17 meeting so the program could begin. Please let us know if anything further is needed from us at this time.

Please return a fully-executed counterpart of the Agreement either to me, or directly to the Ysleta Independent School District, care of Hector Aranda, Director of Purchasing, or Ann Miller, Administrative Assistant to the Superintendent.

Very truly yours,

MOUNCE, GREEN, MYERS,  
SAFI & GALATZAN  
A Professional Corporation

By:

  
S. Anthony Safi

SAS/mh  
Enclosures

**ALFA**  
American  
Law Firm  
Association

Ms. Elaine S. Hengen

August 13, 2004

Page 2

cc w/o encl.: Hector Aranda  
Ann Miller

